

Megan E. Glor, OSB No. 930178
Email: megan@meganglor.com
John C. Shaw, OSB No. 065086
Email: john@meganglor.com
Megan E. Glor, Attorneys at Law, PC
707 NE Knott Street, Suite 101
Portland, OR 97212
Telephone: (503) 223-7400
Fax: (503) 751-2071

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

STEPHANIE S. VAUGHN,

Case No.: 3:17-cv-01904-BR

Plaintiff,

FIRST AMENDED COMPLAINT
(Employee Retirement Income
Security Act of 1974, 29 U.S.C. §
1132 (a)(1)(B))

v.

HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant.

I. INTRODUCTION

1.

This action is brought on behalf of Plaintiff, Stephanie S. Vaughn, pursuant to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, *et seq.* ("ERISA").

Plaintiff seeks to recover from Defendant, Hartford Life and Accident Insurance Company, (“Hartford”) unpaid long-term disability (“LTD”) benefits pursuant to the terms of her group LTD policy issued by Hartford to Plaintiff’s former employer, Northwest Permanente, P.C. (“Northwest Permanente”), under 29 U.S.C. § 1132(a)(1)(B). Plaintiff seeks her unpaid LTD benefits, interest on the unpaid benefits, and her costs and attorney fees, pursuant to 29 U.S.C. § 1132(e)(1), (f), and (g).

II. JURISDICTION AND VENUE

2.

Jurisdiction is conferred on this court by 29 U.S.C. § 1132(e)(1), (f), and (g), which gives the United States district courts jurisdiction to hear civil actions brought to recover plan benefits due under the terms of an employee welfare benefit plan, as well as other declarative relief and attorney fees and costs.

3.

Venue is proper in this district court pursuant to 29 U.S.C. § 1132(e)(2), and pursuant to 28 U.S.C. § 1391.

III. THE PARTIES

4.

At all times material herein, Plaintiff was employed by Northwest Permanente, as a family practice physician.

5.

At all times material herein, Plaintiff was an insured and/or beneficiary under the LTD Policy.

///

6.

The LTD Policy is an employee welfare benefit plan specifically covered under 29 U.S.C. § 1002(1).

7.

At all times material herein, Northwest Permanente was the sponsor of the LTD Policy within the meaning of 29 U.S.C. § 1002(16)(B) and the plan administrator of the LTD Policy within the meaning of 29 U.S.C. § 1002(16)(A).

8.

At all times material herein, Hartford was the claims administrator of the LTD Policy within the meaning of 29 U.S.C. § 1002(16)(A) and administered Plaintiff's claim for benefits under the LTD Policy.

IV. STATEMENT OF FACTS

9.

In March 2013, Plaintiff became disabled from performing her own occupation with Northwest Permanente due to severe asthma flares, adverse reactions to steroid medications used to treat her asthma, juvenile onset diabetes mellitus, and Dupuytren contractures.

10.

In or around March 2013, Plaintiff submitted a claim for LTD benefits through the LTD Policy.

11.

In September 2013, Hartford approved Plaintiff's LTD claim, effective August 31, 2013, based upon its conclusion that Plaintiff was unable to perform one or more of the essential duties of her occupation because of her disability.

12.

Hartford approved and continued to pay Plaintiff's LTD claim for more than four years.

13.

On or about March, 2017, Hartford's claim examiner referred Plaintiff's claim to Hartford's Special Investigative Unit because of a false perception regarding the severe restrictions and limitations noted on an Attending Physician Statement that had been completed by Plaintiff's treating physician.

14.

Hartford conducted video surveillance of Plaintiff for two days in March 2017 and for two days in April 2017. Hartford obtained approximately one hour and eighteen minutes of film over the four days that showed Plaintiff entering and exiting her vehicle, beginning a walk, and performing light yard work.

15.

In October 2017, Hartford terminated Plaintiff's LTD benefits, effective October 19, 2017. Hartford relied in part upon the video surveillance in reaching its assertion that Plaintiff was capable of performing the essential duties of her occupation as a primary care physician.

16.

In February 2018, Plaintiff appealed Hartford's termination of her LTD claim and benefits.

17.

In March 2018, Hartford denied Plaintiff's appeal of her LTD claim termination, again relying in part upon the video surveillance in reaching its conclusion that Plaintiff could perform full-time work in her occupation.

18.

Plaintiff has completed all steps required to pursue a civil action under the LTD Policy and ERISA.

V. CLAIMS

FIRST CLAIM –FOR BENEFITS, ENFORCEMENT OF RIGHTS, AND CLARIFICATION OF FUTURE BENEFIT RIGHTS UNDER 29 U.S.C. § 1132(A)(1)(B)

19.

Plaintiff re-alleges paragraphs 1 through 18, above.

20.

29 U.S.C. § 1132(a)(1)(B) authorizes Plaintiff to recover benefits due her under the terms of the LTD Policy and to enforce her rights under the terms of the LTD Policy.

21.

By terminating Plaintiff's LTD claim and its payment of LTD benefits under the LTD Policy, Hartford has violated and continues to violate 29 U.S.C. § 1132(a)(1)(B).

22.

As a result of Hartford's termination and denial of LTD benefits due and owing Plaintiff under the terms of the LTD Policy, Plaintiff has been damaged in the gross amount of \$4,379.50 per month, commencing October 19, 2017.

VI. REQUEST FOR RELIEF

WHEREFORE, Plaintiff prays that she have and recover judgment in her favor and against Hartford as follows:

///

///

- (1) Ordering Hartford to reinstate Plaintiff's LTD claim and monthly LTD benefit in the gross amount of \$4,379.50, effective October 19, 2017, and continuing through the date of judgment, pursuant to 29 U.S.C. § 1132(a)(1)(B).
- (2) Clarifying Plaintiff's right to future LTD benefits under the LTD Policy and declaring that Plaintiff shall remain entitled to receive a monthly LTD benefit from the date of judgment through age 67, the maximum benefit period, so long as she remains disabled under the terms of the LTD Policy, pursuant to 29 U.S.C. § 1132(a)(1)(B).
- (3) Ordering Hartford to pay Plaintiff prejudgment interest, pursuant to 29 U.S.C. § 1132(a)(1)(B) and 29 U.S.C. § 1132(g).
- (4) Ordering Hartford to pay Plaintiff's attorney fees and cost, pursuant to 29 U.S.C. § 1132d(g)(1); and
- (5) Ordering such other relief as this Court deems just and proper.

DATED this 10th day of May 2018.

s/ Megan E. Glor
Megan E. Glor, OSB No. 930178
Megan E. Glor, Attorneys at Law
(503) 223-7400
Attorney for Plaintiff